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AgencyPro Ref: 1116-100323-Denton

10th February 2011

Mr Denton
4 Barn Croft Drive
Lower Earley
Reading
Berkshire
RG6 3WE

Dear Mr Denton

I refer to my letter dated 26th January 2011 in respect of your appeal complaint, reference code: 1116-100323-Denton, from the decision made by Mr Russell Mitten.

I have reviewed your complaint, interviewed Russell Mitten and had Christian Wicks and John Munday re-interviewed. My response is as follows:-

We took your instructions to sell 4 Barn Croft Drive on the 6th August 2008. Without going into detail, your property, was still on the market in October 2009. On the 7th October 2009, we had a viewing at your property with Mr [REDACTED] who offered £410,000. You declined this offer. Mr [REDACTED] increased his offer to £425,000 – the asking price. At this point, you accepted the offer.

Mr [REDACTED] made it clear that he wanted exchange of contracts to take place by the beginning of November 2009. Towards the end of October, Mr [REDACTED] solicitor went out of business, potentially delaying your sale. It was at this point that Mr [REDACTED] asked Christian Wicks, the Property Consultant in Earley, if he would ask whether you were willing to let the property to him until completion. Christian relayed Mr [REDACTED] request to you, whilst advising you that we were not lettings agents.

I understand that you and Mr [REDACTED] were in direct contact and that, early in November, you contacted John Munday, the Branch Manager, and asked him to draw up an agreement on your behalf. Mr Munday, who no longer works for this Company, assures us that he advised you to contact your solicitor, regarding this matter, but that you still asked for his assistance. He further advises that you requested that he draw up the agreement. He again informed you that we were not lettings agents and could not be party to any such agreement.

You still asked for the paperwork to be prepared and Mr Munday said that you can make use of our paper and printing facilities in order to do so. He says that you dictated the wording of the agreement to him over the telephone.

You and Mr [REDACTED] both visited the branch, at different times, on the 9th November 2009, signed your agreement and took it with you. As advised, no copies were kept by the branch, as we had told you we would not be party to the agreement. I can confirm that there is no record of any fees being paid by you or Mr [REDACTED] relating to this agreement, which suggests that Mr Munday's account is accurate (if we had been party to the agreement, we would have been due a fee).

We continued to progress the sale of your property, but became suspicious of your purchaser's intentions and advised you as such, on several occasions. We have file notes, which show that we were in touch with you, advising you to remarket your property, but that, on each occasion, you instructed us to wait.

By February 2010 Mr [REDACTED] became so annoyed with the advice that we were giving you (relayed to him, by you) that he came into the office (25th February 2010 at 4.25pm) and confronted the Branch Manager in a 'very aggressive' manner. Later that day, we spoke to you, and you confirmed that all outstanding rent had been paid, giving the impression that you were still comfortable with the situation, despite our misgivings.

On the 10th March 2010, we contacted you again, at which point you advised that Mr [REDACTED] had been in contact with you, and that you were happy that exchange would take place within the week. This 'conversation' was repeated on the following dates:

- 22nd March,
- 30th March,
- 31st March,
- 14th April,
- 21st April,
- 5th May,
- 10th May,
- 24th May,
- 4th June,
- 7th June,
- 9th June
- 14th June

Eventually, after many communication from us, you instructed us to remarket the property, and to change the locks. We did this on 27th August, only for you to ask us, the very next day, to change the locks back again.

In summary, I believe that you and Mr [REDACTED] reached an agreement between yourselves and that we advised you not to enter such an agreement without first consulting your solicitor. Even when you entered the agreement, we continually advised you to withdraw and remarket your property. You acknowledge, in an email dated 17th August 2010 that 'in all fairness, you have said from very early on to back away from the deal'.

I do not believe that Carsons can be held responsible for you entering into the agreement, worded and drafted by yourself, as we advised you against it without legal advice, from the outset.

I sympathise with the position you found yourself in, but, conclude that it was a position reached as a consequence of your own actions.

This concludes my review of your appeal and as a result of my findings I do not consider that any issue of misconduct, maladministration or failure to abide by the Code of Practice has arisen and accordingly that no further action is required on our part.

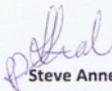
Please note the findings set out in this letter represent the Company's 'Final View' under the Code of Practice and Consumer Guide issued by The Property Ombudsman. I trust my response satisfies your complaint. However, if you are not satisfied then you may refer your complaint to The Property Ombudsman by writing to him within 6 months of the date of this letter at:

Beckett House
4 Bridge Street
Salisbury
Wiltshire
SP1 2LX

The Reference Code at the top of this letter will enable The Property Ombudsman to identify your complaint, to access the correspondence that has passed between us and our branch file. By referring your complaint to The Property Ombudsman you agree to Countrywide passing all such data to The Property Ombudsman and to him processing such data for the purpose of reviewing and mediating in respect of your complaint.

Finally, The Property Ombudsman's complaints handling scheme is part of a voluntary code of conduct and is not in substitution for the legal rights of either party. This is consistent with The Property Ombudsman's advice, set out in the 'Guidance for Complainants', and does not affect your rights to continue to pursue your complaint. For further information regarding the Complaints Handling procedure, please refer to The Property Ombudsman's website which can be found at: www.tpos.co.uk

Yours sincerely


Steve Annells
Managing Director